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Current Topics.

Indian Members of the Judicial Committee.

OWING to protracted ill-health, Sir DINSHAH MULLA, who succeeded the late Mr. AMEER ALI as the Indian representative on the Judicial Committee, has resigned, and in his place Sir SHADI LAL has been sworn of the Privy Council and appointed a member of the Judicial Committee under the Appellate Jurisdiction Act, 1929, by which His Majesty is empowered to appoint two persons, qualified as provided in the Act, as members of the Judicial Committee, the requisite qualification being that the appointee is or has been a judge of a High Court in India or is a barrister, advocate, or vakil, of not less than fourteen years' standing, and practises or has practised in British India. It is, of course, fitting that there should be on the Committee those who are intimately acquainted with native Indian law, seeing that Indian appeals bulk so largely in the work to be disposed of in the Council room in Downing-street. At the moment the Committee is well equipped in this respect, for, in addition to the new judge, there are Sir LANCELOT SANDERSON and Sir GEORGE LOWNDES, each of whom has had many years' experience in India. A striking testimony to the esteem in which the Judicial Committee is held in India was given in an anecdote related by the late Lord HALDANE many years ago of a traveller who had penetrated into a remote part of the great dependency and found the natives offering up a sacrifice to a far-off but all-powerful god who had just restored to the tribe certain land which the Government of the day had taken from it. Asking the name of the deity thus being adored, he received this reply: "We know nothing of him but that he is a good god, and that his name is the Judicial Committee of the Privy Council." Did ever a legal tribunal receive such a testimony to its beneficent power and uprightness?

Business of the Courts.

THE General Council of the Bar and the Legal Procedure Committee of The Law Society have issued simultaneous reports on the recently issued second interim report of the Business of the Courts Committee. Both bodies agree in withholding support from the proposal that the Court of Appeal should be constituted of a body selected from among the whole number of the puisne judges. The main objections urged by the Bar Council are the specialised nature of appellate work, for which not all puisne judges are fitted, and the greater public confidence in a Court of Appeal selected from among judges of higher judicial rank than that of the puisne judges. The Law Society add that the Lords Justices cannot be said to be out of touch with the realities of ordinary life, as they usually have had a varied experience as judges of the first instance as well as a long experience at the Bar. With regard however to the Probate, Divorce and Admiralty Division recommendations the Bar Council approves while The Law Society withholds its approval. The Bar Council considers that the work of that division could be conveniently re-distributed among the other two divisions, but that a judge should be permanently appointed to take divorce work. The Law Society, however, hold that this is not convenient, as questions of alimony should be dealt with by the judge who deals with the custody of children, Admiralty work should receive priority and should not be linked with commercial work in such a way as to destroy that priority, while probate work is best dealt with in the Probate Division. Both bodies concur in supporting the proposals that the decisions of the Court of Criminal Appeal should have the same authority as those of the Court of Appeal and that the Divisional Court should be abolished, all appeals to that court henceforth going to the Court of Appeal. The Bar Council suggests that there will have to be a sufficient number of Lords Justices to enable three courts to be constituted to cope with the increased amount of work consequent upon the abolition of the Divisional Court, and that there should be no appeal to the House of Lords except by leave of that court or of the Court of Appeal. The Bar Council doubts the practicability of the recommendations that courts of quarter sessions should be required to hold their sessions shortly before the date fixed for assizes, but The Law Society's Legal Procedure Committee holds that the time fixed of not less than seven days before the assizes is too short, and that all reasonable requirements will be met if a period of not less than fourteen days before assizes is fixed. It is regrettable that there should be any cleavage of opinion between the two representative bodies of the legal profession about any of the main proposals of the report, but the fact that there exists some disagreement should not prevent reforms from being carried through where they are clearly both necessary and desirable.

A Technical Omission.

THE striking out of an appeal against a conviction on technical grounds is never a matter for satisfaction in a legal system a feature of which is the facilities accorded to accused persons. In *Atholl* v. *Read* (78 SOL. J. 193), the technical objection which was successfully taken to the hearing of the defendant's appeal against his summary conviction was that as written notice of appeal had not been given to the other side before the case stated was transmitted to the High Court to comply with s. 2 of the Summary Jurisdiction Act, 1857, the court had no jurisdiction to hear the appeal. It will be recalled that on 24th November the Chief Magistrate sitting at Bow-street Police Court, convicted the DUKE OF ATHOLL of unlawfully selling a ticket in a lottery, fining him £25. A case stated for the opinion of the High Court was settled by counsel, and duly signed and approved by the magistrate. The case was filed in the High Court, but by an unfortunate slip of the solicitor for the appellant, he at the same time

intimated to the solicitor for the prosecution that he had done so, and forwarded a copy of the case and the notice of appeal. Section 2 of the Summary Jurisdiction Act, 1857, provides, *inter alia*, that the appellant shall, within three days after receiving the case transmit it to the court named in his application, first giving notice in writing of his appeal, with a copy of the case so stated and signed to the other party to the proceeding. The strictness with which this provision is interpreted has been illustrated in numerous cases. The appeal cannot be heard if no notice in writing is given, although the case stated is transmitted (*Rust* v. *St. Botolph, Bishopsgate, Churchwardens* (1906), 94 L.T. 575; or where only oral notice is given with an intimation that the case will be transmitted later (*Hollidge* v. *Ruislip-Northwood U.D.C.* (1912), 77 J.P. 126). Mr. Justice AVORY referred to the case of *Ashdown* v. *Curtis* (1862), 6 L.T. 331, in which it was held that the notice and copy must be received by the respondents in the stated time, and not merely posted in time. The only conflicting decision was *Simmonds* v. *Elliott* [1917] 2 K.B. 894, but that case might be explained on the ground that the respondent did not appear, and the point was not taken. *Wills & Sons* v. *McSherry* [1913] 1 K.B. 20, on which the appellant relied, had no application, because that case was based on the fact that it was physically impossible to comply with the section. The appeal was therefore struck out, his lordship deciding that even the issuing of a further summons would not mend matters, as the charge had to be brought within six months after the commission of the offence and more than six months had elapsed. The only alternative left would appear to be to commit the offence again, which would no doubt be exceedingly altruistic and heroic, but is certainly not to be recommended as a legal way of ascertaining the law.

Tithes Again.

TITHE payers suffered a reverse in the so-called "tithe war" when the Court of Appeal allowed the appeal by Queen Anne's Bounty against the judgment of the Divisional Court in *Queen Anne's Bounty* v. *Thorne* (*The Times*, 13th March, 1934). It will be recalled (see 77 SOL. J. 754, 764) that the Divisional Court had allowed an appeal from the learned county court judge, who had made an order on an application by the Registrar of the Court granting leave to sell by tender certain furniture seized in distress for tithe rent-charge due from Mr. Thorne. No previous notice of intention to distrain had been given to Mr. Thorne, and the furniture was seized by the bailiff on the same date as notice of the seizure was given to Mr. Thorne. The Divisional Court held that it was still necessary to give ten days' notice of distress for tithe rent-charge under s. 81 of the Act of 1836. Briefly that section provides that where arrears are unpaid for twenty-one days after any half-yearly day of payment, ten days' notice in writing must be given to the tenant in possession in order to distrain for all arrears and to dispose of the distress when taken, but not more than two years' arrears are at any time recoverable by distress. Section 2 of the Tithe Act, 1891, provides that a person entitled to at least three months' arrears of tithe rent-charge may apply to the county court for an order for the recovery of the amount in manner provided by the Act, and tithe rent-charge is not to be recovered in any other manner. The owner must be served in the prescribed manner, and, if he wishes, he must be heard, and where he occupies the land in question the order is executed by an officer of the court with no greater powers than those conferred by the Acts on the owner of a tithe rent-charge for recovery of arrears. The Tithe Rent-charge Recovery Rules, 1891, r. 4, provides that the registrar shall fix a day for the hearing and shall cause to be served on the owner of the lands one of the notices of application at least ten clear days before the day appointed for the hearing. The Master of the Rolls held that the reasoning of Mr. Justice SWIFT in *Warden and Scholars of New College* v. *Davison*, 49 T.L.R. 579, and of Mr. Justice DU PARCQ in the present case was not conclusive. On consideration of all the provisions, and particularly of s. 2 of the Act of 1891, it was clear that a new procedure had been adopted which did not carry forward the obligation to serve notice of distress as provided in s. 81 of the Act of 1836. Lord Justice SLESSER and Lord Justice ROMER gave judgment to the same effect and the appeal was allowed.

Road Deaths and Law Revision.

THE Law Revision Committee appointed by the Lord Chancellor on 10th January, 1934, to consider and report on the operation of such legal maxims and doctrines as the Lord Chancellor may from time to time refer to it, has with commendable promptness issued an Interim Report on the second of the doctrines submitted to it, viz., the legal maxim *actio personalis moritur cum persona*, and the rule that "in a civil court the death of a human being could not be complained of as an injury": *Baker* v. *Bolton* (1808), 1 Camp. 493, and *The Amerika* [1914] P. 167, [1917] A.C. 38. The Report points out that the great frequency of deaths on the roads due to negligent driving has made the reform of this part of the law of most urgent national importance, and that a rule which was originally punitive rather than compensatory has only been made at all tolerable for a civilised country by a series of exceptions. What is left of the rule, the Report adds, is still productive of injustice, and the Report contains a number of recommendations designed so far as possible to remove such cause of injustice as still remains. Briefly, the recommendations aim at effecting that neither the death of the plaintiff nor of the defendant in actions for tort either before or after action is commenced should affect accrued rights of action. The Report was published as we go to press this week and we shall deal with it more fully in our next issue.

Executor's Right of Indemnity.

THE principle of *Cruse* v. *Paine* (1868), L.R. 6 Eq. 641, was recently followed at the Manchester Chancery Court in *In re Chadwick, deceased: A. C. W. Hutchinson* v. *Attorney-General for the Duchy of Lancaster*. The evidence was that (1) the deceased (who was one of the promoters of Atlas Mills Limited) had died on the 10th April, 1923, and his will was proved by E. R. W. Hutchinson, the father of the applicant; (2) in 1926 a transfer of 45,473 £1 shares (10s. paid) in the above company was taken by E. R. W. Hutchinson from the District Bank, which had held the shares as security for financing the promotion; (3) early in 1931, by a scheme of arrangement (under the sanction of the court) for the winding up of Atlas Mills, Limited, the unpaid capital was called up, and the shareholders received shares in the Lancashire Cotton Corporation, which took over the business; (4) having sold 1,000 shares, E. R. W. Hutchinson died on the 9th July, 1931, being then possessed of £500 and also the 44,473 shares as part of the estate of the above deceased; (5) the liquidator of Atlas Mills Limited called up 10s. per share (in five instalments over a period ending on the 12th November, 1935) and an order was made for the administration of the estate of E. R. W. Hutchinson. The applicant therefore claimed that (as executor of his father's estate) he was entitled to be indemnified, against the claim for calls, out of the estate of the above deceased—the original shareholder. The latter, however, had bequeathed legacies to charities, and the application was opposed (on their behalf) by the respondent. The Deputy Vice-Chancellor (Mr. R. Peel, K.C.) held that the right of indemnity was an asset of the estate of E. R. W. Hutchinson, and the applicant was therefore entitled (as his father's executor) to be admitted as a creditor of the estate of the first-named deceased for £22,068, i.e., the amount of the calls plus interest. The taxed costs of the applicant (in whose name the proceedings were taken by the liquidator of Atlas Mills Limited) were ordered to be paid out of the first-named estate, *supra*.

Hotels: Public Liability Insurance.

I. AN INNKEEPER'S LIABILITY.

Most hotel proprietors are insured as regards their liability towards members of the public who may suffer loss of goods or injury to the person while on the hotel premises. But hitherto there has been no standard form of policy nor have the conditions attached to the policy been of a uniform type. This is largely due to the fact that there is no comprehensive statute dealing with hotels, inns, boarding-houses and similar establishments, nor have any of these terms ever been adequately defined. For example, it is of the utmost importance that the keeper or owner of an hotel should know whether or not his house is an "inn," but there is not either in statute or in case law a definition of this term which will enable him to ascertain whether the hotel is in fact an "inn." It is true that the Innkeepers' Liability Act, 1863 (26 & 27 Vict., c. 41), s. 4, provides that "the word 'inn' shall mean any hotel, inn, tavern, publichouse or other place of refreshment, the keeper of which is now by law responsible for the goods and property of his guests; and the word 'innkeeper' shall mean the keeper of any such place." It almost looks as if the persons responsible for the drafting of the Act had deliberately avoided defining these terms, for it leaves unanswered the question "what, then, *is* the type of house the 'keeper of which is now by law responsible for the goods and property of his guests'?"

For the purposes of insurance great importance should be attached to whether the house is an "inn," because, if it is, the liability of the proprietor towards his "guests" and their property will be far more extensive than if the house is not an "inn." In these articles it will be "inns" which will be dealt with in the main, although the position of a "boarding-house" will be considered also.

In considering whether his house is an "inn" the proprietor cannot do better than to apply the definition of an "inn" given in *Calye's Case* (1584), 8 Ca. Rep. 32*a*; 1 Smi. L.C., 13th ed., p. 120, an old case, but one which has been tested time and again and is not likely ever to be overruled. That case describes an inn as a house instituted for passengers and wayfaring men and an innkeeper as a person whose business it is to entertain such persons and provide lodging and entertainment for them. Such persons are "guests." Whether the hotel is called an "inn" does not matter in the least. Any house the proprietor of which holds himself out as ready to receive *all* comers who are travellers and who arrive when there is accommodation for them is an "inn." There need not necessarily be sleeping accommodation, nor need the "guest" come from a long distance. A business man having lunch in the restaurant of an hotel distant a few miles from his home was held to be a "guest" (*Orchard* v. *Bush & Co.* [1898] 2 Q.B. 284). And, although it would appear that a house where a right of selecting or rejecting visitors is claimed and where rooms are invariably booked for long or short periods is a "boarding-house" and not an inn, there is authority to the contrary (see *Bower & Milcrest* (1922), 11 L.J. (c.c.) 50; *sed quaere*). Moreover, in the opinion of the writer, the distinction is best expressed by Mr. Justice Best in *Thompson* v. *Lacy* ((1820), 3 B. & Ald. 283, 287, approved in *Cunningham* v. *Philp* (1896), 12 T.L.R. 352). In the view of that learned judge, an inn is "a house the owner of which holds out that he will receive all travellers and sojourners who are willing to pay a price adequate to the sort of accommodation provided . . . A lodging-house keeper, on the other hand, makes a contract with every man that comes." This is roughly the distinction, but the writer is of the opinion that where there is any doubt, it is far better for the proprietor to insure himself as if his house was an "inn."

Now the "innkeeper" is liable to a greater extent for the goods and (possibly) for the person of his guests than he is for the goods and the person of another, and his liability in each of these respects will be considered in detail. But first of all it must be noted that the innkeeper is liable to an action for wrongly refusing to admit "travellers or sojourners who are willing to pay a price adequate to the sort of accommodation provided and who come in a situation in which they are fit to be received."

Refusal to accept a guest may result in the innkeeper being prosecuted, but this is not very likely nowadays. (See, however, *R.* v. *Sprague* (1899), 63 J.P. 233.) Alternatively the aggrieved party may take civil proceedings, and it is against these that it is desirable for the innkeepers to be protected.

On what grounds, then, may an innkeeper refuse to admit a person as a guest? He may refuse to admit him if his house is full (*Browne* v. *Brandt* [1902] 1 K.B. 696); if the person is improperly dressed (*Pidgeon* v. *Legge* (1857) 21 J.P. 743; *R.* v. *Sprague* (1899), 63 J.P. 233); if he suffers from a contagious disease (see *per contra R.* v. *Luellin* (1701), 12 Md. Rep. 445, probably bad law to-day); if he is drunk or disorderly (*Thompson* v. *McKenzie* [1908] 1 K.B. 905); or behaves in an "indecent or improper manner" (*R.* v. *Ivens* (1835), 7 C. & P. 213, 219), especially if his presence is likely to be an annoyance to the other guests (*R.* v. *Rymer* (1877), 2 Q.B.D. 136, C.C.R.); or if he is an undesirable character (*Rothfield* v. *North British Railway Co.* (1920), 575 L.R. 661), or on any other reasonable ground. As what is reasonable is a question of fact, it is obvious that the exclusion of any person may result in an action against the "innkeeper" and it would be well if a clause was inserted in every policy indemnifying him against claims of this nature.

Penal Laws of Foreign States.

AN ANOMALY.

In *Banco de Vizcaya* v. *Don Alfonso de Borbon y Austria* (78 Sol. J. 224), the ex-King of Spain, in an issue directed to be tried, successfully resisted the plaintiffs' claim for the delivery up of certain bonds and share certificates. These were bought by or on behalf of Don Alfonso with his own money when he was King of Spain, and they had for some years been deposited with the Westminster Bank in London and were there held for the account of the plaintiffs under rubric "Don Alfonso de Borbon y Austria," thus indicating their true owner. In 1931 the Spanish Republican Government declared them forfeited to the State as the ex-King's property by decrees of the Constituent Cortes. Don Alfonso claimed the securities from the Westminster Bank as his own property, but the Westminster Bank refused to deliver them up, since they held them for the plaintiffs. The plaintiffs also claimed the securities on behalf of the Spanish Government and refused to allow the Westminster Bank to hand them to Don Alfonso, whereupon the Westminster Bank interpleaded.

The ex-King succeeded on the point that it has long been established that the courts of one country will not enforce, directly or indirectly, the penal laws of another (*Huntington* v. *Attrill* [1893] A.C. 150, and the cases there cited). Lord Watson, in giving the judgment of the Privy Council, laid down the principles to be applied in such cases. He first pointed out (p. 155) that court which is asked to enforce a right must itself determine whether or not the enforcement of the right would involve the enforcement of a foreign penal law. The court must not pay absolute attention to the interpretation put upon the law in the foreign State, though it may approve the reasoning on which the interpretation is founded, if it be sound. This rule is essential, for otherwise it would be impossible to secure any uniformity in the decisions of our courts as to what was a penal law. But having once decided that the foreign law is a penal law, the court cannot enforce it because, as Lord Watson points out at p. 156, all crimes,

including "breaches of public law punishable by pecuniary mulct or otherwise, at the instance of the State Government or of someone representing the public, are local in this sense, that they are only cognisable and punishable in the country where they were committed. Accordingly," he says, "no proceeding, even in the shape of a civil suit, which has for its object the enforcement by the State, whether directly or indirectly, of punishment imposed for such breaches by the *lex fori*, ought to be admitted in the courts of any other country." He then goes on to discuss what are penal actions, and at p. 157 quotes with approval the words of Gray, J., in *Wisconsin* v. *The Pelican Insurance Company*, 127 U.S. (20 Davis) 265, who held that the term applied not only to "prosecutions and sentences for crimes and misdemeanours, but to all suits in favour of the State for the recovery of pecuniary penalties, for any violation of statutes, for the protection of its revenue or other municipal laws, and to all judgments for such penalties."

The wisdom of this rule is clear. It was in force long before *Huntington* v. *Attrill, supra*, and it has continued so. An example of its application was *In re Fried Krupp A.G.* [1917] 2 Ch. 188, where the court refused to enforce a German ordinance, issued during the war and admittedly no part of the general German law, which had as its purpose the penalization of enemy nationals by forbidding the payment to them of interest. One of the grounds upon which Younger, J. (as he then was) decided the case was that the ordinance was one which was biased against the British nationals, in other words, as was urged in argument, that it was a penal law.

In these circumstances it is surprising to find a large body of law in constant operation which appears to ignore this principle, namely, the law relating to extradition. This is contained in the Extradition Acts, 1870 to 1932, and the Extradition Treaties now in force between this country and numerous other States. The Act of 1870 empowers His Majesty by Order in Council to apply the Act to any State with which such a treaty has been made. Similar provisions are in force with respect to British Dominions and possessions. The result is that a fugitive criminal from a foreign State which is party to a treaty can be extradited to the State requiring him. The machinery for this is a requisition by the diplomatic representative of that State to a Secretary of State in this country, who will require a police magistrate to arrest the fugitive, who is then tried at Bow Street for the foreign offence as if for an offence committed in England. If the offence or conviction is not proved, the fugitive is discharged; if it is, then he is handed over for extradition. This applies to all offences which are offences in both the foreign State and this country and are not of a political character.

It is true that an Act of Parliament will often alter the common law, but it is unusual to find a common law principle being approved by the courts over a long period of years during which an Act is in frequent operation which is in itself a negation of that principle. It may be unwise to allow this or any other country to become an asylum for undesirable fugitives from justice, but it would seem more in accordance with English legal principles to regard a crime as altogether local and to treat such a fugitive as an ordinary citizen so long as he obeyed the laws of England. Certainly the Extradition Acts are cautiously construed in favour of the fugitives: *Kossekechatko & Others* v. *Attorney-General for Trinidad* [1932] A.C. 87, but it seems hardly possible to say that extradition proceedings are not, within Lord Watson's words quoted above, a " . . . proceeding . . . which has for its object the enforcement by the State, directly or indirectly, of punishment imposed . . . by the *lex fori* . . . ." The anomaly is striking, but like so many which exist in the laws of England, it is too well-established to be removed.

Mr. Ramsay Nares, J.P., solicitor, of Farnham, Surrey, left £7,138, with net personalty nil.

Company Law and Practice.

Companies Limited by Guarantee.

In this column the discussion is usually concerned with the most common form of entity registered under the Companies Acts, the company limited by shares. There are, however, other types of company which can be so registered. First of all the unlimited company—but this I do not propose to deal with; it has from time to time found a certain amount of favour for estate companies, and just occasionally it is used for other purposes. It attracts no *ad valorem* capital duty, but it does, of course, involve unlimited liability.

Then there is the company limited by guarantee; these, as their name implies, limit the liability of the members. There are two types—the company limited by guarantee and having a share capital, and the company limited by guarantee not having a share capital. The former type is at the present time rare, and rightly so, for it appears to have no appreciable advantages. In fact it does not seem unfair to describe this type as a nuisance, and if a short Act were to be passed prohibiting their registration in the future no one would be the worse off. Indeed, the legal profession would be better off, for there are quite enough things to know as it is, and if one of the more useless legal conceptions were consigned to the scrap-heap it would represent some slight lessening of the burden.

No doubt it would be impossible to do away with such companies of the kind as already exist, and no doubt also the mere suggestion of preventing any future registrations would raise a storm, but nevertheless it seems well worth consideration. These companies have to pay *ad valorem* capital duty on the amount of their capital just as companies limited by shares do, so no one could object to their abolition on the ground that they represent a cheap method of registration—if they did, of course, they would be much more extensively patronised than they are. Their position was substantially different before the beginning of the century, or before the 1st January, 1901, as you prefer it, according to whether you hold that the year 1900 was the last year of the nineteenth century or the first of the twentieth century. But I am not going to trouble with ancient history to-day—it is not of much interest or importance, and I want to get on to consider companies limited by guarantee not having a share capital.

This kind of company occurs very frequently in connection with charitable organisations, in which case it also frequently happens that the company has the licence of the Board of Trade under s. 18 of the Companies Act, 1929, to dispense with the word "limited." It should be noted, however, that this latter section is not confined in its operation to guarantee companies; the section is capable of application to any limited company.

It is one of the requirements of a company limited by guarantee and not having a share capital that at least seven persons must subscribe its memorandum: Companies Act, 1929, s. 1. The exception contained in that section by which private companies need only have two subscribers does not apply to such a company, because a private company (s. 26) must restrict the right to transfer its shares, and it follows that if a company has no shares, it cannot restrict the right to transfer them.

Section 21 is an important section relating to these companies; its first sub-section provides that in the case of a company limited by guarantee and not having a share capital which is registered on or after the 1st January, 1901, every provision in its memorandum or articles or in any resolution of the company purporting to give any person a right to participate in the divisible profits of the company otherwise than as a member, shall be void. The second sub-section provides that every provision in the memorandum or articles or in any resolution of a company limited by guarantee and

registered on or after 1st January, 1901, purporting to divide the undertaking of the company into shares or interests, shall be treated as a provision for a share capital, notwithstanding that the nominal amount or number of the shares or interests is not specified thereby.

Those who are sufficiently interested in the historical aspect may like here to be referred to *Malleson* v. *General Mining Patents Syndicate Limited* [1894] 3 Ch. 538, a case which was decided before there was any statutory provision corresponding to the one I have just mentioned. The headnote to that case is this: "The articles of a company limited by guarantee not having a capital divided into shares may provide for the division of the interests of the members in the undertaking of the company into transmissible shares." That contains the gist of North, J.'s, decision in that case, and I will not take up further space in dealing with it.

To return to the section quoted by me, it will be remarked that the first sub-section by inference allows members of a company limited by guarantee and not having a share capital to participate in its divisible profits. The question at once arises: how is it to be done? In view of sub-s. (2) it cannot be very easy, and it certainly is not very common.

In this connection one may with advantage refer to "Gore-Browne" (38th ed.), at p. 85, where, after the material provisions of s. 21 have been set out, this passage occurs: "The words 'otherwise than as a member' are important, but the Registrar of Companies nevertheless, in accordance with directions given by the Board of Trade, declines to accept the papers of a company intended to be limited by guarantee and not having a share capital whenever it is apparent, either from the Memorandum or the Articles or from the nature of the company, that it is intended that the members shall have distinct interests in either the profits or the capital of the company."

This practice of the registrar is obviously one which does not make it any easier to provide for the distribution of profits among the members of such a company, and, indeed, it seems very questionable whether in any case it is worth trying to make such provision.

Now let us see what exactly the memorandum of association of a company limited by guarantee and not having a share capital must state. This is found in the Companies Act, 1929, s. 2. It must state the name and objects of the company, whether the registered office is to be situate in England or Scotland, and that the liability of its members is limited. It must also state that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company, contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding a specified amount.

In Table C in the First Sched. to the Companies Act, 1929, will be found a form of memorandum and articles of association of a company limited by guarantee and not having a share capital. It is sometimes thought that a company limited by guarantee does not pay any fees in the nature of *ad valorem* duty on capital. This is not so. If it has a share capital, the company pays *ad valorem* duty on it; but if it has not a share capital there is a graduated scale of payment based on the number of members. Section 7 (2) imposes on the company the obligation of having articles which state the number of members with which the company proposes to be registered; while the next sub-section provides for notice of any increase of members being given to the Registrar of Companies.

Thus, Table C, Art. 2, says: "The number of members with which the company proposes to be registered is 500, but the directors may from time to time register an increase of members." You may, perhaps, think that 500 is a fairly generous allowance, but when you are told that £7 is the registration fee for such a number, and that £2 is the registration fee where the number of members does not exceed twenty-five, an explanation of the generosity of Table C may present itself. These fees are imposed by s. 313 and the Tenth Sched., Pt. II: and s. 313 (2) provides that all fees paid to the registrar in pursuance of that Act shall be paid into the Exchequer.

It is, perhaps, unnecessary to state that the High Court can make a winding-up order in respect of companies limited by guarantee, just as it can in the case of any other company registered in England (s. 164 (1)). When such a company is wound up the members are liable for the amounts in respect of which they are guarantors, and also for any sums which the articles bind them to pay. It might be noted that in the case of companies limited by guarantee and having a share capital, members are liable under their guarantees, and also liable to contribute to the assets to the extent of any sums unpaid on any shares held by them (s. 157 (3)).

I think I should only weary my readers, and should serve no really useful purpose, if I were here to catalogue the provisions of the Act which relate to the routine of companies of this kind; but I might just observe that they have to make an annual return and hold an annual general meeting.

A Conveyancer's Diary.

Liability of Assignees of Leaseholds.

A LEARNED friend in Lincoln's Inn writes to me regarding a point which is of considerable importance and has not perhaps received the attention which it might.

There is a lease for a substantial term to A at a large rent. A assigns to B who mortgages by sub-demise to C and absconds. C goes into possession but refuses to pay the rent. The ground landlord sues A for the rent, and A is obliged to pay it. What are A's remedies?

It seems to be clear that, although A has paid the rent, he has no lien upon the lease. He cannot therefore enforce repayment as having a charge (see *Re Russell* (1885), 29 Ch. D. 254, at p. 264).

The only thing that A can do is to find B (if he can), sue him under his covenant for indemnity, make him bankrupt if he does not pay, then buy back the term or acquire the reversion to the lease from the ground landlord. That, in the circumstances which I have mentioned, he is unlikely to be able to do.

The question which arises is, why does a lessee, especially where the rent is a large one, ever assign the lease? His better plan is to grant an underlease for the full term less one day, and so be in a position to forfeit the underlease and obtain possession if his underlessee fails to pay the rent. The underlease would of course contain covenants by the underlessee for payment of the rent and observance of the covenants reserved by and contained in the head lease.

I suppose that the reason why that is not generally done is that purchasers do not like underleases, but that is a prejudice for which there is little reason. I am convinced that when the rent is large it is much better for the lessee to sell by way of underlease. In a lease where the ground rent is small, it is not so important, as the landlord will usually proceed by forfeiture instead of suing the lessee for arrears of rent. But he might not do so when the rent reserved is considerable.

Merger of Mortgage Terms.

Mortgage terms are frequently sold, but as regards them it is necessary to remember some provisions of the L.P.A., 1925. Section 89 provides (sub-s. (1)) that when a term of years absolute has been mortgaged by the creation of another term absolute limited thereout or by a charge by way of legal mortgage, and the

mortgagee sells under his statutory or express power of sale, then :—

(*a*) The conveyance by him shall operate to convey to the purchaser not only the mortgage term, if any, but also (unless expressly excepted with the leave of the court) of the leasehold reversion affected by the mortgage, subject to any legal mortgage having priority to the mortgage in right of which the sale is made and to any money thereby secured, and thereupon

(*b*) the mortgage term, or charge by way of legal mortgage and any subsequent mortgage term or charge, shall merge or be extinguished unless excepted as aforesaid.

So on a sale of a mortgage term the purchaser will become an assign of the head lease " unless expressly excepted " by the leave of the court. The purchaser will therefore be liable for the rent and covenants in the head lease. I do not know on what principle the court would proceed in deciding whether to give leave in such a case. Probably the court would grant leave where the rent and covenants of the head lease were onerous and by keeping the mortgage term alive the sale could be made to greater advantage.

Then there is sub-s. (3), which enacts that when any such mortgagee acquires a title under the Limitation Acts, he or the persons deriving title under him may by deed declare that the leasehold reversion affected by the mortgage and any mortgage term affected by the title so acquired shall vest in him free from any right of redemption which is barred, and that the same shall vest accordingly, and thereupon the mortgage term shall, subject to any express provision to the contrary contained in the deed, merge in the leasehold reversion.

Here it will be seen that the mortgagee, having acquired a title under the Limitation Acts, has it in his own hands whether to cause the mortgage term to be merged or not, and if he execute such a deed as is contemplated by the sub-section, he may expressly provide that there shall be no merger and does not require the leave of the court to do so.

In this connection it is important to bear in mind the provisions in the 1st Sched., Pt. II, of the Act and the amendment made by the L.P. Amend. A., 1926.

Paragraph 3 of Pt. II, so far as material, reads :—

(3) Where immediately after the commencement of this Act any person entitled, subject or not to the payment of the costs of tracing title and of conveyance, to require a legal estate (not vested in trustees for sale) to be conveyed to or otherwise vested in him, such legal estate shall, by virtue of this part of this schedule, vest in manner hereinafter provided.

By virtue of that and para. 6 (*d*), where there is a mortgage by a sub-demise and the mortgage contains a trust of the nominal reversion and the mortgagee has acquired a title under the Limitation Acts, the mortgage term would merge in the head term, and consequently the mortgagee become liable for the rent and covenants of the latter.

Some relief from this liability is afforded by the addition (by the Amendment Act) of sub-cl. (*m*) to s. 7. The effect of that is that nothing in Pt. II of the schedule shall operate :—

(*m*) To vest in any person any legal estate affected by any rent, covenants or conditions if, before any proceedings are commenced in respect of the rent, covenants or conditions, and before any conveyance of the legal estate or dealing therewith *inter vivos* is effected, he or his personal representatives disclaim it in writing signed by him or them.

The importance of mortgagees or purchasers from them effecting a disclaimer is shown by *Peachy* v. *Young* [1929] 1 Ch. 449. There a mortgagee by sub-demise (there being a trust of the nominal reversion) had sold before 1926 to a purchaser and assigned to him the mortgage term with the benefit of the trust of the nominal reversion. An action was brought by the landlord against the purchaser for damages for breach of the covenant to repair. It was held that the purchaser was liable as the mortgage term had merged under Pt. II, para. 3, and the purchaser had not disclaimed under para. 7 (*m*) before the action was brought.

Landlord and Tenant Notebook.

Sureties.

The continuing liability of an original grantee who has assigned the term has provided many examples of the position of a surety ; but it sometimes happens that a cautious property owner, about to let premises, and not content with a right of re-entry in addition to a right of distress and right of action, insists on further security for payment of rent in the shape of a guarantor or guarantors. This is usually a far more satisfactory safeguard than the references of bankers, solicitors and previous landlords " taken up " by the estate agent.

The guarantee must of course be in writing, and must amount to more than an expression of willingness or opinion. A letter written, not to the intending landlord but to the intending tenant, in these terms : " In your letter you state that Mr. F. N. requires a reference. I shall be very pleased to be one, and, in the event of your failing to pay the rent, I will undertake to be responsible for it," and forwarded to the landlord before the lease was made, was held to have no binding effect : *Nash* v. *Spencer* (1896), 13 T.L.R. 78. We are not told whether the letter was ever stamped.

It is quite usual and convenient for the guarantee to be expressed in the agreement or lease, and, as appears from *Caballero* v. *Slater* (1854), 14 C.B. 123, no elaborate form is necessary. The agreement was a yearly one, and contained a covenant to pay rent and a covenant not to cut or lop trees, with a provision for a payment of £5 for each breach of the latter—followed by " and Mr. M. T. Slater does also agree and undertake to see the rent paid quarterly by the said T. (the tenant) or otherwise agree to pay the said rent quarterly for the said T." This was the first and (except for his signature) the only mention of the surety, who was sued for three quarters' rent, and demurred on the ground that no consideration was mentioned for his promise. A plausible, if very technical, argument, supported by the citing of many authorities ; there is, of course, something to be said for the suggestion, based on the elementary rule that verbal evidence cannot be admitted to add to a written dcument. But the court was quite satisfied that it might cull the consideration, namely the granting of the tenancy, from the document as a whole ; and did so.

A lease, being under seal, requires no consideration, and it was once held—*Salter* v. *Kidley* (1688), 1 Shaw, K.B. 59—that it was enough if the document said that the defendant covenanted that the tenant should pay the rent and that he executed it (the headnote says " sealed," the body of the report " signed ") ; a plea that he was not a party was rejected.

As regards stamps : *Price* v. *Thomas* (1831), 2 B., Ad. 218, decided that no additional duty is payable in such cases, the instrument being a lease and no more ; but this does not apply when penal rent is guaranteed : *Wharton* v. *Wilton* (1845), 7 Q.B. 474.

One thing a landlord can guard against only by taking out a policy of insurance : the death of the surety. Notice, actual or constructive, of the death, terminates future liability. The risk can of course be reduced by having more than one surety. The death of the tenant also releases the surety, unless the agreement expresses the contrary ; that is to say, from subsequent liability. An illustration of this rule is to be found in *Farley* v. *Briant* (1835), 3 A. & E. 839, where a plea was held to be bad because it did not show that the debt had accrued during the lifetime of the principal.

A variation in the terms of the tenancy, or the surrender of the tenancy and grant of a new one, will, unless the guarantor concurs, release him as regards subsequent defaults. In *Holme* v. *Brunskill* (1877), 3 Q.B.D., 495 C.A., the defendant had guaranteed payment of " rent or interest for," and performance of a covenant to yield up, a flock of sheep " let " with a farm ; during the term the tenant, after an inoperative " notice to quit " had been served and its ineffectiveness realised, agreed to surrender one field in consideration of a reduction in rent ; it was held that while this arrangement did not effect a new tenancy, the defendant was released, for the variation affected what he had guaranteed ; it would be more difficult to maintain the flock on less land. *Taylor* v. *Wildin* (1868), L.R. 3 Ex. 303, in which a tenant held over after expiry of a proper notice, was distinguished as regards " variation," though the effect on the guarantor's responsibility was similar.

Another case in which results were unforeseen is *Hollies Stors Ltd.* v. *Timmis* [1921] 2 Ch. 202. This was an action by tenants claiming specific performance of a promise of a new lease contained in an option of renewal. The old lease, for seven years, was guaranteed by two persons, one of whom had since died. The option provided for a new lease " to contain clauses so far as possible identical with the terms hereof, including one covenant by the said (sureties) for payment of the rent therein reserved." The plaintiffs had offered another surety, or even to pay the whole seven years' rent in advance ; their offers were declined, and it was held that they were entitled to resist the claim.

Our County Court Letter.

MOTORISTS' LIABILITY FOR HOSPITAL FEES.

The status of an honorary surgeon at a voluntary hospital was considered in the recent case of *Ormerod* v. *Darnell*, at Manchester County Court. The claim was for £78 in respect of professional services rendered to the defendant, who had been injured in a motor accident. The plaintiff's case was that (1) in June, 1931, he had been called in by a member of the staff at Lytham Infirmary, which was run by local doctors, who called in outside surgical help (when required) from St. Annes and Preston ; (2) although a notice board appealed for subscriptions, the infirmary was not a charity, and there were four classes of patients ; (3) the private wards (at five or six guineas a week) were equivalent to a nursing home, the ordinary wards were for those who could pay something, a third category comprised those who could not make any payment, while a fourth consisted of those involved in motor accidents ; (4) the plaintiff was unaware that the defendant's wages were only £5 15s. a week, and the assumption was that the defendant would recover damages from the negligent driver ; (5) the defendant had not disputed liability to the plaintiff until August, 1933. The defendant's case was that (*a*) he had not recovered any damages (as the driver of the car had been killed) and he had no other means of paying ; (*b*) he had received no notification (while in hospital) of the expense he was incurring ; (*c*) in any case the infirmary was a voluntary hospital, and the plaintiff was described (in the annual report) as an honorary surgeon. His Honour Judge Leigh held that (1) the latter description was merely to distinguish the plaintiff from the doctors on the staff, and did not imply that he would give free treatment—if a patient could pay ; (2) had the plaintiff known of the defendant's position, the charge would probably have been £25 ; (3) the plaintiff was therefore entitled to judgment for that amount, with costs. Compare a previous note under the above title in the " County Court Letter " in our issue of the 17th February, 1934 (78 Sol. J. 116).

THE REPRESENTATIONS OF CANVASSERS.

In the recent case of *Flood* v. *Harper Automatic Machine Manufacturing Co. Ltd.*, at Sheffield County Court, the claim was for (1) the return of a cheque for £4 3s. 3d. (money paid as a deposit under an agreement for the purchase of an automatic cigarette machine), and (2) cancellation of the agreement on the ground of fraudulent misrepresentation. The counter-claim was for payment of the above sum, being the amount of a stopped cheque. The plaintiff's case was that (*a*) the defendants' traveller had stated that no other machine would be installed within a quarter of a mile of the plaintiff's hotel ; (*b*) it transpired that another machine had already been erected only 120 yards away, while another was to be erected 200 yards away, and the plaintiff therefore refused to accept delivery. The defendants' case was that (1) their traveller had merely stated that they would not put machines in certain streets, and no mention had been made of a radius ; (2) they were not bound by any oral statements, as appeared from paragraph 7 of the agreement, viz. : " The purchaser agrees that the manufacturers are, and shall, be bound only by the terms and conditions herein expressly contained, notwithstanding any proposal, representation, statement, or agreement, whether verbal or in writing, that may have been made, or suggested, either prior to or after the signing hereof by any person, firm or company whatsoever, or in any advertisement, circular or advertising matter, or otherwise, and no variations in the terms and conditions of this agreement shall be binding upon the manufacturers without their directors' written consent." His Honour Judge Frankland observed that the clause was an invitation to the agent to commit fraud, for which the defendants nevertheless sought to disclaim liability. It was held that the plaintiff's signature was obtained by fraud, and judgment was therefore given in his favour (on the claim and counter-claim) with costs on Scale A.

Land and Estate Topics.

By J. A. MORAN.

As auctioneers will be more concerned with holiday-making than with selling property during Easter week, the investor and the speculator may be expected to have a rest. It is, however, just as well to remember there are some people who have no interest in the intervention of a holiday, and they are more likely than not to put something good in the way of the eager speculator who sticks to his post.

Speculators have not, of late, been as much in evidence as they were when the housing shortage was more acute, but the entrance of the investor—the man who is not satisfied with the interest afforded by Government securities—has had a pronounced effect on the position. Nowadays, people with small capital, sometimes the savings of a life of hard work, are very diligent patrons of the marts, and one only wants to be brought into touch with them to realise that they are not likely to be influenced by any desire except to obtain good value for their money. They take nothing for granted, and are not moved a bit by the eloquence of the man behind the rostrum.

The need for additional housing, at reasonable rentals, in rural areas, is still very great, and that is why land agents and auctioneers should be interested in some new cottages that have just been built at Cuckfield, in Sussex. Each detached building is something like a double cottage, but instead of two homes, it contains four. On each of the four floors there is a three-roomed flat, with separate entrance—living room with cooking grate, bedroom, scullery and bath. The ever-present aged couple whose children have gone out into the world, and to whom a lodger or a sub-tenant is repugnant, will find the " cottage flat " in touch with their limited requirements. The rent is only 5s. 6d. a week, and it is claimed

by those who are in a position to know that there is promise of a 7½ per cent. return on the capital invested.

Surely it is time to repeal Pt. III of the Finance Act, 1931. Although suspended in operation, the land value tax is rightly regarded as a contingent liability, and, as such, is bound to have a retarding effect upon private enterprise.

The Spring season, which is invariably associated with large landed domains, will start soon after Easter. So far, there is no indication of a busy time, but anything may happen as soon as the birds join in a general welcome to a brighter period; a bit of sunshine and a mild breeze may serve to increase the value in the eyes of a prospective purchaser.

The death of Mr. G. M. Freeman removed one of the old-time lawyers who specialised in cases arising out of the compulsory acquirement of land or houses. At one time his name and fame were well known, but of late years a declining health compelled him to confine his interests to his charming home at picturesque Winchelsea. Mr. Freeman was an Associate of the Chartered Surveyors Institution and an Hon. Member of the Auctioneers and Estate Agents Institute.

Lord Brougham and Vaux, by selling Brougham Hall, Penrith, has ended the connection of the family as Cumberland and Westmorland landowners since the Norman Conquest. Of the original Lord Brougham, the versatile Lord Chancellor, it was said if he had known a little law he would have known everything.

As is well known, Clifford's Inn has been under suspended sentence for years, and only the war saved it in 1914. And now it appears that three months' notice has been given to the tenants, and it is not at all unlikely that the historic building will, before long, make way for a modern building that, by economising space, could house many more tenants.

Culford Hall and its 10,733 acres in Suffolk are likely to provide one of the most important auctions this year. To find a purchaser for the stately mansion itself, is one thing; but when one comes to consider that the scheduled area includes model villages, twelve farms, with good houses and buildings, and a well-known stud farm, there is a likely prospect of a ready sale.

Another island for sale! This time it is Mewstone, at the entrance to Plymouth Sound. There is no doubt about the peace and quietness foreshadowed by the chronicler, but the suggested conversion of an ancient stone hut into a week-end residence is not so easy to contemplate.

Goldsborough Hall is not the only property associated with Royalty at present to be let. A tenant is invited for the ancient castle of Ardencaple, the birthplace, in Dumbartonshire, of the ninth Duke of Argyll, husband of Princess Louise.

Reviews.

Woodfall's Law of Landlord and Tenant. Twenty-third Edition. 1934. By Aubrey John Spencer, of Christ Church, Oxford, M.A., and of Lincoln's Inn, Barrister-at-Law. Royal 8vo. pp. cli and (with Index) 1461. London: Sweet and Maxwell Limited; Stevens & Sons Limited. £2 12s. 6d. net.

A new edition of this famous work will be welcomed by the profession. It seems a pity that the editor has not set out the dates and the editors responsible for the former editions, for when a work of this kind reaches its twenty-third edition it must be of interest to look back and trace its editorship through its various stages. Mr. Spencer, who is again responsible for the book, is himself a great authority on the subject and has done what would be expected of him. The only legislation of importance on the subject which has been passed since the last edition was published is the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, which, as the learned editor says, very largely amends and modifies the previous Rent Restriction Acts, and itself is an Act by no means easy to construe and likely to cause many difficulties in its application. The learned editor has some valuable observations to make on the Act. Again there have been some decisions on the Landlord and Tenant Act, 1927, which are duly noted. It is not possible to say more in a short review, and without the test to be applied in actual practice, than that this edition seems to be worthy of those which preceded it. "Woodfall" remains a standard work. The make up and printing of the volume are excellent and the index, so far as we have been able to test it, is adequate. We suggest, however, that in future editions it should be considered whether the time has not arrived when the work should be divided into two volumes. It is becoming much too bulky for convenient use.

The Students' Conflict of Laws. Being an Introduction to the Study of Private International Law, based on Dicey. Second Edition, 1934. By E. Leslie Burgin, LL.D. (Lond.), and Eric G. M. Fletcher, LL.D., B.A. (Lond.), Solicitors. Royal 8vo. pp. xvi and (with Index) 344. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. 20s. net.

The subject of this work is by no means an easy one, but is of ever-increasing importance, and a book which can present it in a succinct and readable form is assured of a welcome. The five years which have elapsed since the first edition of this book was published have shown that the authors were justified in their view that there was a demand for something less weighty than Dicey's great work. They have wisely adhered to the original structure of the first edition, whose success is, no doubt, partly due to the fact that it was intended to be to a great extent an abridgment of Dicey. The result is again a book which is not unduly alarming to the student, and is also of great utility to the practitioner as a starting point for his researches. The references to the 1932 edition of "Dicey" are frequent, and for students there have been added references to Hibbert's "Leading Cases" in the "Conflict of Laws."

All the important cases and statutes are included, such as *Sir David Yule's Case*, 145 L.T. (C.A.) 9, on domicil; *Lazard Bros.* v. *Midland Bank* [1933] A.C. 289, dissolution of a foreign company; *Nachimson* v. *Nachimson* [1930] P. 217, Soviet marriages; a number of further cases on the wholesale cancellation of rights by the Soviet Government; *Kossechatko* v. *Attorney-General for Trinidad* [1932] A.C. 78, on extradition; *Dickinson* v. *Del Solar* [1930] 1 K.B. 376, waiver of diplomatic privilege; the Foreign Judgments (Reciprocal Enforcement) Act, 1933, and the Evidence (Foreign, Dominion and Colonial Documents) Act, 1933. It is unfortunate that the book was published just before the decision in *Banco de Vizcaya* v. *Don Alfonso de Borbon y Austria*, (78 Sol. J. 224), which raises interesting questions as to what foreign laws our courts will enforce. There is an adequate index, and the type and general arrangement of the book are good.

Books Received.

Mr. Justice McCardie: A Biography. By George Pollock. 1934. Demy 8vo. pp. ix and (with Index) 298. With twelve illustrations. London: John Lane, The Bodley Head, Limited. 15s. net.

The Stock Exchange Official Year Book, 1934. Compiled and Edited by the Secretary of the Share and Loan Department of The Stock Exchange. Crown 4to. pp. cxcvi and 3204. London: Thomas Skinner & Co. 60s. net.

Hill and Phelps' Guide to the Landlord and Tenant Act, 1927. Second Edition. 1934. By H. A. Hill, B.A. (Oxon), of Gray's Inn, Barrister-at-law, and T. W. Naylor, B.A., LL.B. (Cantab.), of Gray's Inn, Barrister-at-law. Demy 8vo. pp. xx and (with Index) 163. London: The Solicitors' Law Stationery Society, Limited. 10s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Purchase of Stock and Loan on Mortgage BY HUSBAND AND WIFE IN UNEQUAL SHARES—EFFECT—POSITION NOT AFFECTED IN EQUITY BY A JOINT ACCOUNT CLAUSE IN THE MORTGAGE.

Q. 2948. In 1928 and 1931 respectively, A and B (husband and wife) made two investments: (i) in corporation stock, and (ii) in a corporation mortgage. The moneys in both cases were provided by A and B in unequal shares. The corporation mortgage, however, states that the consideration was provided out of moneys belonging to them on a joint account. The wife, A, has recently died, leaving a will. It appears to us that, as the moneys were provided in unequal shares, A and B were tenants in common, and the proportion of the moneys found by A will pass under her will and not to the husband as by survivorship. If our assumption is correct will it apply to both investments having regard to the statement in the mortgage?

A. We agree with our subscriber's opinion, which is equally correct with regard to either investment. In the case of the mortgage the mere circumstance of the transaction being a loan is sufficient to repel any presumption of a joint tenancy in equity. Further, the court does not treat a mortgage as joint in equity, although it contains a joint account clause. This clause is merely a usual clause in the nature of a conveyancing device and is not (for that purpose) conclusive at all "Equity says it could not be the intention that the interest should survive. Though they take a joint security, each means to lend his own and to take back his own" (per Lord Alvanley, M.R., in *Morley* v. *Bird*, 3 Ves. 631). The fact of the relationship of husband and wife does not seem to us to affect the position.

Owner's Right to Navigate in Non-Tidal Inland Stream.

Q. 2949. I am asked to advise a client, whose farm abuts upon a stream, whether he has the right, as incident to his ownership, to use the stream for pleasure boating. He does not, of course, own the land on the other side of the stream. It is appreciated that he is entitled to the ownership of one-half of the bed of the stream, but it seems doubtful whether this gives him the full rights of navigation as above.

A. So far as the owner is concerned, subject to anything affecting the right of interference by conservators, the right he has in the subsoil carries with it a right of pleasure-boating. In fact, the owner of the bed of a non-tidal river may make his private part of the stream navigable if it is not already sufficiently so. On the subject generally see Halsbury, "Laws of England," vol. 28, at p. 398.

Husband and Wife—NEGLECT TO MAINTAIN—PROVING PREVIOUS HISTORY.

Q. 2950. We are acting for a wife who is taking proceedings before the local magistrates against her husband for separation and maintenance, with the custody of the children. The wife alleges that the husband recently left her without any cause, and was only traced with the assistance of the police. The wife issued the summons herself, and did so on the ground of wilful neglect to maintain. The Public Assistance Committee has on three occasions caused the husband to be arrested on the ground that he had wilfully refused or neglected to maintain himself so that his wife and children became chargeable. On the first two occasions, namely, in June, 1932 and again in October, 1932, the husband was bound over, and on the third occasion, namely in May, 1933, he was sentenced to one month's imprisonment. Can these proceedings by the Public Assistance Committee be given in evidence against the husband in support of the wife's case? The clerk to the magistrates takes the view that it is not possible to put in evidence of the proceedings on the analogy that in criminal proceedings evidence of convictions is not admissible.

A. The wife has to prove a cause of complaint within the last six months, and what happened in June, 1932 and May, 1933, is irrelevant until that foundation is laid. When it is laid there is not much point in the previous history, but as later matrimonial misconduct is always regarded as reviving earlier, the result of the proceedings at the instance of the poor law authority are admissible in evidence. The analogy with criminal proceedings is not sound. The magistrates are entitled, once the proper foundation of the case is laid, to consider the whole cause of conduct of the parties.

Licensing—TEMPORARY CLOSING OF HOTEL—RENEWAL—WHETHER CLOSING A GROUND OF OBJECTION—WHO MAY OBJECT.

Q. 2951. An hotel with a full publican's licence has shut down for the winter on account of trade depression. Is the licence in any way affected by what has been done? If not, is it open to any member of the public to oppose renewal at Brewsters Sessions, and if so, without giving previous notice of his intention to do so? From the fact of the closing down the licence would appear to be redundant. Would this be a case for refusal to renew on account of redundancy, and if so, by whom should the matter in this form be presented to the licensing justices? The licence was only granted a short while ago and the monopoly value duty, which was directed to be paid by instalments, has not yet been paid in the full.

A. The licence is not affected in the sense of being in any way invalidated. Any member of the public may object to the renewal. The seasonal closing down may be considered by the licensing justices as one factor indicating redundancy. They themselves may start an objection: see *R.* v. *Farnham JJ.* [1902] 2 K.B. 363; 18 T.L.R. 363.

Offer without Prejudice—ACCEPTANCE.

Q. 2952. A has a claim against B for damages, and he writes to B demanding £500. B replies "without prejudice" that he will give him £350. A writes back a perfectly open letter agreeing to accept the £350 which is really a settlement of the intended action. It is presumed by the writers that a settlement having been effected, both letters are admissible, and that if B fails to carry out his promise to pay the £350 he can be sued for that amount by specially endorsed writ. Can you refer me to any authority on the point?

A. A letter marked "without prejudice" is only privileged so long as a dispute or difference continues. An unconditional acceptance of an offer made without prejudice puts an end to the privilege. This principle is so familiar that there is no direct decision on it: see *Holdsworth* v. *Dimsdale*, 19 W.R. 798, and *Bishop* v. *Civil Service Supply Association*, 15 B.W.C.C. 128, where it was stated (*obiter*) that a letter so marked can only be used (1) in criminal matters (2) when it contains an offer which has been accepted.

To-day and Yesterday.

LEGAL CALENDAR.

26 MARCH.—Sir Stephen Gaselee died at 13, Montague-place, Russell-square, on the 26th March, 1839, two years after his retirement from the Court of Common Pleas.

27 MARCH.—On Saturday, the 27th March, 1757, the princes, dukes, peers and marshals of France assembled in the grand chamber of the Parliament for the sentencing of Damien. The miserable wretch had stabbed Louis XV with a knife, inflicting, however, only a superficial wound. For this "most wicked, most abominable and most detestable parricide," he was condemned to have the flesh of his breast, arms, thighs and legs torn off with red-hot pincers, melted lead, boiling oil, wax and sulphur being poured into the wounds, to have his hand burnt off and to be torn asunder by four horses, after which his body was to be consumed with fire.

28 MARCH.—Mr. Baron Burland died by the bursting of a blood vessel in his brain on the 28th March, 1776. He was buried in Westminster Abbey. He had been appointed a judge of the Court of Exchequer less than two years previously, having been promoted thither from the Recordership of Wells. During his period as Recorder, he had a quarrel with the Corporation who saw fit to remove him, but were ordered by the Court of King's Bench to restore him. He was a member of the Middle Temple, where he had been called to the Bar in 1746.

29 MARCH.—On the 29th March, 1693, Charles, Lord Fraser, was tried for high treason in proclaiming King James to be the rightful and lawful sovereign of the realm and cursing all who would say the contrary. Evidence was called to show that this was done at the Market Cross at Fraserburgh, with the firing of pistols and the drinking of treasonable toasts, even peers and eight gentlemen of distinction were fined for not obeying the citation to serve on the jury. Finally, it was found that though a proclamation was made, it was not in terms of the indictment. Though it was found proved that the prisoner drank King James's health, it was found not proved that he cursed King William. He was fined £200.

30 MARCH.—On the 30th March, 1881, Edward Ebenezer Kay was appointed a Justice of the Chancery Division. He had a particular aptitude for witness actions, and when he went on circuit, as Chancery judges did immediately after the great Judicature Act, he made a much better job of common law work than some of his equity brethren. He was especially the terror of the cost-making solicitor and met with considerable success in diminishing the expense and simplifying the procedure of the Chancery Division. In 1890, he was promoted to the Court of Appeal.

31 MARCH.—Considering their position, it is strange how rarely judges have been murdered. Sir George Lockhart, Lord President of the Court of Session, was one of the unfortunate few. On the 31st March, 1689, he was shot from behind while returning from church. The ball went in at the back and out at the right breast. He was carried into his house and laid upon some chairs, but he expired immediately. His assailant, John Chislie, was an aggrieved litigant whom he had ordered to pay an aliment of 1,700 marks (about £93) to his wife and children.

1 APRIL.—The murderer was immediately arrested, declaring that he had done the deed and would not fly. On the 1st April he was brought before the Lord Provost and examined. The Estates of Parliament, having considered the supplication of the friends of the deceased, granted a warrant to the magistrates of Edinburgh to torture the prisoner. This was done and he judicially confessed his crime, was found guilty and sentenced to have his right hand cut off and to be hanged on a gibbet with his pistol about his neck.

THE WEEK'S PERSONALITY.

"Mr. Justice Stareleigh . . . was a most particularly short man and so fat that he seemed all face and waistcoat." On the Bench, "all you could see of him was two queer little eyes, one broad pink face and somewhere about half of a big and very comical-looking wig." The great case of *Bardell* v. *Pickwick* made him famous for all time—strange chance, for Gaselee, J., the original of the portrait, "was little known as a judge. He never did anything to distinguish himself from his brethren of the Bench. His views were, on the whole, sound and his decisions gave general satisfaction. There was a great deal of pomposity in his manner. He was perhaps one of the most scrupulously conscientious men who ever occupied the judicial seat. The sense he entertained of his moral responsibility was so great that it proved absolutely painful to himself. He was always so much afraid, in his charges to the jury, that anything he said should be misunderstood that he would repeat the same thing over and over again." Such was the impression he made on a less satiric contemporary than Charles Dickens. As to his appearance: "In person he is considerably below the middle size, with a strong inclination to corpulency. His features are strongly marked. His eyes are large and grey."

VERSE FROM THE BENCH.

Avory, J., scored a neat literary point when, using Sir William Jowitt's allusion to Shakespeare's "Lucrece" to undermine his own contention, he applied to the problem in the great *Rasputin Case* the lines beginning:—

"But she hath lost a dearer thing than life
And he hath won what he would lose again."

Graceful, too, was the compliment which he found for the plaintiff Princess in the line:

"All orators are dumb when beauty pleadeth,"

and dry the comment "Not so, Sir William Jowitt." Literature had already at an earlier stage peeped into the case when Sir William, subordinating letters to advocacy, used in the popular sense and not as "care free" Goldsmith's "vacant" in "the loud laugh that spoke the vacant mind." Few judges have been apter at quotation than Lord Darling, and the Law Reports provide a very pleasant example of his talent in a judgment on the question of the payment of entertainment duty in connection with restaurants where music is played. Illustrating the antiquity of the custom of having music with meals, he cited Dryden's "Alexander's Feast":—

"'Twas at the Royal feast in Persia won
By Philip's war-like son,
Timotheus placed on high
Amid the tuneful quire
With flying fingers touch'd the lyre."

SCHOOL DAYS.

Lord Sankey, speaking of his school days recently, said that "the headmaster's reports were a series of libels on him." It is amusing to be reminded how little the child is the father of the Lord Chancellor. It is hardly likely, however, that his pedagogue went as far as the future Lord Chief Baron Pollock's, who informed his pupil's father: "Sir, you will live to see that boy hanged." The new book on Lord Reading credits little Rufus Isaacs with an inexhaustible taste for mischief, which he shared with his brother Harry and indulged so thoroughly that the headmaster of the preparatory school to which they were sent at last wrote to their father requesting that they should be withdrawn. Meanwhile, the two boys were locked in a room alone to await the arrival of their parents, but so unimpressed were they at the solemnity of the occasion that they employed their time in throwing all the furniture out of the window. A bad boy, a really bad boy, was the future Lord Thurlow. One of his father's friends caused him to be sent to the Grammar School at Canterbury out of sheer spite against the headmaster, with whom he had quarrelled, in order that he might have under him "a daring, refractory, clever boy who would be sure to torment him."

Notes of Cases.

High Court—Chancery Division.

In re Allen Craig & Co. (London) Ltd.

Bennett, J. 6th, 7th, 8th, 9th, 12th, 13th, 14th and 15th March, 1934.

COMPANY—BALANCE SHEET—AUDITORS' REPORT—DUTY—"MEMBERS"—SECRETARY OF COMPANY—COMPANIES ACT, 1929 (19 & 20 GEO. 5, c. 25), s. 134.

The company was registered in 1921. There were balance sheets and profit and loss accounts from 1922 to 1930, all showing losses. They were signed by two directors and by the auditors. There were also reports signed by the auditors drawing attention to the company's condition. The reports and balance sheets were sent by the auditors to the company's secretary in February, 1931. No general meeting was called. No further accounts were prepared and, subsequently, the company went into liquidation. This was a misfeasance summons taken out by the liquidator against the directors and the auditors.

BENNETT, J., in giving judgment, said that the question arose whether s. 134 (1) of the Companies Act, 1929, imposed on the auditors the duty of making their report to every member of the company. That was not the practice. It was argued that "the members" in the section meant all the members, but that those attending a general meeting represented all; if no meeting was called, the words must mean "all the members." But the word must have the same meaning throughout. It could not be intended to impose on the auditors the trouble of delivering the report to every member. The meaning must be limited to "the members assembled at the general meeting." The auditors' duty was completed when they delivered their report to the company's secretary, leaving him or the directors to perform the statutory duties of convening a general meeting. The auditors were not liable for misfeasance. His lordship held the directors liable.

COUNSEL: *Christie*, K.C., and *J. Strangman*; *A. Anderson*; *Cohen*, K.C., and *J. Lindon*.

SOLICITORS: *Wordsworth, Marr, Johnson & Shaw*; *C. Butcher* and *Simon Burns*; *Barlow, Lyde & Gilbert*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Monk *v.* Warbey and Others.

Charles, J. 1st March, 1934.

MOTOR CAR—INSURANCE—CAR LENT TO FRIEND—FRIEND UNINSURED—ACCIDENT—CAR OWNER'S THIRD PARTY INSURANCE NOT COVERING LOAN OF CAR—LIABLE TO PERSON INJURED IN ACCIDENT—ROAD TRAFFIC ACT, 1930 (20 & 21 GEO. 5, c. 43), s. 35.

This was an action brought by William John Monk against Albert Warbey, Ernest Knowles and Frank May, claiming damages in respect of personal injuries which he sustained on the 25th July, 1931. The plaintiff, who was a motor driver in the employment of Green Line Coaches, Ltd., was on the above date driving a motor coach from Cobham to London and, when passing along the Portsmouth Road at Esher, a motor car belonging to Warbey came into collision with the coach and injured the plaintiff. The motor car had been lent by Warbey to Knowles, and was being driven by May. Knowles and May were admittedly liable in negligence, but they had no means to satisfy the interlocutory judgment which was signed against them, and the question now for determination was whether Warbey was liable to the plaintiff on the ground that he had lent his motor car to Knowles in the absence of an insurance policy against third-party risks while the car was in Knowles's possession. It was agreed that neither Knowles nor May was an agent or servant of Warbey. Warbey contended, *inter alia*, that the damages were too remote, and that the statement of claim disclosed no cause of action.

CHARLES, J., said that s. 35 of the Road Traffic Act, 1930, laid it down that it was not lawful for any person to use or to permit any other person to use a motor vehicle on the road unless there was in force such a policy of insurance in respect of third-party risks as complied with the requirements of that part of the Act. It was perfectly true that penalties were provided by the Act which were personal to the wrongdoer, but that did not limit the liability of persons who acted in contravention of the Act. Mr. Warbey had made a partial insurance at Lloyds. He had insured himself against third-party risks, but had not provided for his parting with the control of the car to uninsured friends, and so he was not sufficiently covered. He was in fact in breach of the Act which prohibited the parting of the car to any person unless that person had such a policy of insurance. If Mr. Warbey had fully insured he would have had recourse to his insurance company for the £70 damages which had been agreed; as it was the plaintiff was unable to find an indemnifier. He (his lordship) did not agree that the damages were too remote. Judgment for the plaintiff against Mr. Warbey, with costs. A stay of execution was granted.

COUNSEL: *G. H. Oliver*, for the plaintiff; *R. T. Monier-Williams*, for Mr. Warbey.

SOLICITORS: *Pattinson & Brewer*; *Clifford-Turner, Hopton and Lawrence*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Lumiansky *v.* Myddleton and Others.

Lord Hewart, C.J. 2nd March, 1934.

LICENCE—AS BOXING MANAGER—WITHDRAWN—INTERFERENCE WITH WEIGHING INSPECTOR—INQUIRY—CONSTRUCTION OF REGULATIONS—NO JURISDICTION TO QUESTION DECISION.

In this action David Lumiansky claimed against Col. R. E. Myddleton, Lord Tweedmouth, Sir George Prescott, Percy Moss and E. Horace Holme, sued on their own behalf and on behalf of the British Boxing Board of Control (1929) a declaration that a decision purporting to withdraw from the plaintiff the licence granted to him by the defendants to act as a boxing manager was null and void. The action arose out of a dispute which took place on the 7th December, 1932, at the weighing-in of Jackie Brown and Dick Corbett for a contemplated boxing match between them at the Albert Hall, promoted by Jeff Dickson. The plaintiff's case was that, as Brown's manager, he was not satisfied that Corbett had "made" the agreed weight of 8st. 6lb., and in the result the fight did not take place. An inquiry before the stewards ensued on the 14th December, 1932, as a result of which the plaintiff's licence was withdrawn. The defendants contended that the stewards were justified in withdrawing the licence.

Lord HEWART, C.J., said that according to the evidence of the plaintiff, he disputed the weight which was announced as the correct weight of Corbett; that more than once, with his own hand, he had moved the weight on the beam of the scale in an endeavour, as he alleged, to ascertain the correct weight; that a dispute followed; and that he refused, and persisted in refusing, to allow Brown to enter the ring for the reason, as the plaintiff alleged, that Corbett was over weight. It was contended before him, his lordship, on behalf of the plaintiff, that the tribunal was not, under the regulations, the proper tribunal to adjudicate on the matter. Regulation 17 of the regulations of the British Boxing Board of Control dealt with the important matter of "conduct," and in his opinion, in view of regulation 17, the contention that the board as distinguished from a branch had no jurisdiction to deal with the case of the plaintiff was quite untenable. And

he thought that the decision in *Maclean* v. *Workers' Union* [1929] 1 Ch. 602, where Maugham, J. (as he then was), reviewed the relevant cases, a decision which was followed by Luxmoore, J., in *Lamberton* v. *Thorpe*, 45 T.L.R. 420, was directly applicable to the present case. In other words, in his opinion, the regulations having been here observed, and the plaintiff having been given due notice of the charge against him and full opportunity of answering it, and no suggestion being made of want of good faith on the part of the members of the Board, it followed that that court had no jurisdiction to question the decision of the board. Judgment for the defendants, with costs.

COUNSEL: *Serjeant Sullivan*, K.C., and *Martin O'Connor*, for the plaintiff; *Sir Patrick Hastings*, K.C., and *Tristram Beresford*, for the defendants.

SOLICITORS: *Edmund O'Connor & Co.*; *Ellis & Ellis*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Banco de Vizcaya *v.* Don Alfonso de Borbon y Austria.

Lawrence, J. 9th March, 1934.

BANK—SECURITIES DEPOSITED—FOREIGN EX-KING—EFFECT OF FOREIGN DECREES CONFISCATING PROPERTY—EX-KING'S RIGHT TO POSSESSION.

This was an issue directed to be tried in an action brought by Don Alfonso against Westminster Bank, Ltd., claiming the delivery up to him of £8,200 of 4 per cent. Victory Bonds and the certificates for 4,000 £1 shares in Trinidad Central Oilfields, Ltd. The issue directed to be tried between the Banco de Vizcaya, as plaintiffs, and Don Alfonso, Ex-King of Spain, as defendant, was whether the plaintiffs were entitled as against the defendant to the securities and to possession thereof and delivery thereof by the Westminster Bank, Ltd.

LAWRENCE, J., said that the securities in question were purchased by the defendant with his own moneys and by his instructions deposited with the Westminster Bank in London to the order of its Madrid branch as the defendant's agent. On the 7th September, 1923, the Madrid branch of the Westminster Bank being about to be closed, the defendant gave instructions to that branch and to the plaintiffs that the securities should be held by the Westminster Bank in London to the order of the plaintiffs as the defendant's agents. Those instructions were carried out by the Westminster Bank's head office in London sending the securities to its Foreign Office branch in London to be placed "under the dossier of the plaintiffs' rubric Don Alfonso de Borbon y Austria." On the 13th May, 1931, a decree was enacted by the Presidency of the Provisional Government of the Spanish Republic, providing by Art. 1 for the seizure of all properties situate or placed in Spain which might belong to the private fortune of the defendant, and by Art. 3 that bankers established in Spain, who had in deposit such properties as were referred to in Art. 1, should make delivery thereof to the Spanish Treasury. On the 3rd June, 1931, an order of the Spanish Ministry of Finance was made for the due execution of the decree of the 13th May, 1931, and on the 26th November, 1931, a decree was enacted by the Constituent Cortes of Spain declaring the defendant to be guilty of high treason and an outlaw, and that all the properties, rights and grounds of action belonging to him which were situated within the national territory would be seized for its own benefit by the Spanish State. In those circumstances, on the 25th April, 1932, the defendant brought an action against the Westminster Bank in London for the delivery of the securities to him. The Westminster Bank interpleaded, and the plaintiffs now claimed to be entitled to the securities in question on the ground that the transaction which took place on the 7th September, 1923, was a contract under which the defendant's rights in respect of the securities became solely a right of action against the plaintiffs as depositaries; that that right of action was situated in Spain; that the effect of the above-mentioned decrees was to transfer the defendant's right of action to the Spanish Republic, and that the rights of the plaintiffs against the Westminster Bank remained unimpared. The only way in which the plaintiffs were able to assert their claim that they were entitled as against the defendant was by virtue of those decrees, and they were compelled to admit that they had no personal right or title to the property in the securities. His lordship referred to the words of Lord Loughborough in *Folliott* v. *Ogden*, 1 Henry Blackstone 123, at p. 135, which, he said, were directly applicable to the present case. He therefore held that H.M. Don Alfonso and not the plaintiffs was entitled to the securities in question.

COUNSEL: *Stuart Bevan*, K.C., and *H. G. Robertson*, for the plaintiff Bank; *F. P. M. Schiller*, K.C., and *Bensley Wells*, for Don Alfonso.

SOLICITORS: *Petch & Co.*; *Johnson, Jecks & Colclough*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

London Passenger Transport Board *v.* T. Walton (London) Ltd.

Atkinson, J. 14th March, 1934.

INDEMNITY—ACCIDENT—LICENCE—CAUSE OF ACCIDENT—SCOPE OF PRINCIPLES APPLICABLE.

In this case the London Passenger Transport Board claimed from T. Walton (London) Ltd., who carried on the business of retail fruiterers in Praed Street Station, £609 by way of indemnity for a claim made against the Transport Board by a child who was injured by an escalator at Praed Street Station when he was returning after he had gone to the defendants' shop—as had been the habit of children for some years—to ask for empty boxes. The child's hand was caught in a revolving wheel and his arm had ultimately to be amputated. The child's claim against the Transport Board was compromised at a certain payment, and costs. The Transport Board in the present action based their claim to an indemnity on the terms of a licence to the defendants which provided that the defendants should be responsible for and indemnify them against, *inter alia*, any losses, claims, costs and damages arising out of any injury to person or loss of life occasioned . . . to any passenger or other person whatsoever . . . resulting in any case in which the said stall or its contents or the use or working thereof . . . is a direct or contributory cause of the accident or other incident on which the claim or action is based. The defendants contended that on the true construction of the licence and of the circumstances giving rise to the claim of the child there was no liability on them to indemnify the plaintiffs as claimed.

ATKINSON, J., said that in view of the licence it was clear that anybody coming to the defendants' shop for a lawful purpose was there at least by leave of the Transport Board, and in the present case the child was unquestionably there with leave and as of right. It was clear that the Transport Board's liability to the child was based on a breach of the duty they owed to him, and it was equally clear that the defendants had nothing in the world to do with the accident. It could not be suggested that the defendants failed in any way in any duty which they owed to the child. To go and get empties from the defendants' shop in the station was just as legitimate as to go there for other goods, but the business was ended when the shop manager told the child that there were none and would be none that day, and once it was ended, or at any rate after the expiration of some time reasonably sufficient for the child to have left the station, it seemed to him (his lordship) impossible to say that the defendants were the cause of the continuing presence of the child in the station, and still more impossible to say that the defendants were the cause of the child being where he was at the time of the accident. He was satisfied that the principle laid down by Lord Sumner in *Great Western Railway Co.* v. *Durnford*, 44 T.L.R., at p. 417, was the right one to be applied

in the construction of the words "is a direct or contributing cause of the accident" and that the plaintiffs had failed to prove that the defendants in any way contributed to the accident. Judgment for the defendants, with costs.

COUNSEL: *Hilbery*, K.C., and *Russell Vick*, for the plaintiffs; *Samuels*, K.C., and *A. F. Engelbach*, for the defendants.

SOLICITORS: *Bircham & Co.; Ponsford & Devenish.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Mount; Rex *v.* Metcalfe.

Lord Hewart, C.J., Charles and Lawrence, JJ.

5th March, 1934.

CRIMINAL LAW—ADMISSIBILITY OF EVIDENCE.

These were the appeals of Francis Henry Mount and James Robert Metcalfe, who were convicted at Salford Hundred Quarter Sessions of shopbreaking, and were sentenced to eighteen months' imprisonment with hard labour and three years' penal servitude respectively. The ground of the appeal was that the appellants were jointly charged with a man named Irving, and that Irving's wife was called as a witness for the prosecution.

CHARLES, J., in giving the judgment of the court, said that it had long ago been held that a wife was not only not a compellable witness against her husband, but she was not a competent witness. That principle had been extended in *Reg.* v. *Thompson*, L.R., 1 C.C.R. 377, to a case where several prisoners were jointly indicted. The wife or husband of one of them was not a competent witness for the prosecution either against the other spouse or the co-prisoners. Apart from the particular cases mentioned in the schedule to the Criminal Evidence Act, 1898, that rule of common law was absolute and undisturbed, and the court had no alternative but to quash the convictions.

COUNSEL: *J. P. Ashworth*, for the appellants; *Mervyn Morgan*, for the Crown.

SOLICITORS: *Registrar of the Court of Criminal Appeal; Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Obituary.

SIR GILBERT PURCELL.

Sir Gilbert Purcell died in London on Sunday, 25th March, at the age of sixty-six, after a long record of work in the Colonial Judicial Service. He graduated from Exeter College, Oxford, and was called to the Bar by Lincoln's Inn in 1890. He was appointed Assistant Attorney-General of the Leeward Islands in 1898. In 1901 he became Puisne Judge on the Gold Coast, and in 1911 Chief Justice of Sierra Leone. He was knighted in 1916 and retired in 1929.

MR. F. A. GARE.

Mr. Frank Adey Gare, B.C.L., B.A., Barrister-at-law, of Old-square, Lincoln's Inn, died in a nursing home on Saturday, 24th March, at the age of twenty-seven. Mr. Gare, who was educated at King's College School, Wimbledon, and Exeter College, Oxford, was called to the Bar by Lincoln's Inn in 1930. He was in practice at the Chancery Bar and had been an occasional contributor to this journal.

MR. A. R. RUDALL.

Mr. A. R. Rudall, Barrister-at-law, of New-square, Lincoln's Inn, died at Guildford, on Friday, 16th March. Mr. Rudall was called to the Bar by the Middle Temple in 1868.

MR. A. FARR.

Mr. Alexander Farr, solicitor, head of the firm of Messrs. Alexander Farr & Son, of Bedford, died on Friday, 16th March. Mr. Farr was admitted a solicitor in 1883, and had practised in Bedford for about thirty years.

MR. H. FIELD.

Mr. Henry Field, retired solicitor, of Leamington, died recently at the age of eighty years. Mr. Field was educated at Rugby and Wadham College, Oxford, and was admitted a solicitor in 1877. He had practised in Leamington for over fifty years, and was for many years Clerk to the Kenilworth magistrates.

Societies.

University of London: King's College.

SOME DIFFICULTIES OF LAW REFORM.

II.—DIFFICULTIES OF CONVEYANCING BY REGISTERED TITLE.

Dr. HAROLD POTTER delivered the second of two lectures on "Some Difficulties of Law Reform," at King's College, on the 15th March. He said that the purpose of conveyancing by registered title was first of all to prevent fraud, and secondly, to assure simplicity in the methods of conveyancing. Land registration had been to some extent modelled on the registration of stocks and shares, in which the register stated the property, the owner capable of dealing with it at law, and practically nothing else. It had been thought that such a register would largely eliminate questions of title, and that, instead of having to read a voluminous series of documents, a purchaser would need only to look at a simple form containing all the necessary material. No equitable interests were to appear, and their protection would depend upon the application of the rules of law against the trustees.

This principle gave rise to the chief difficulties of registration. In certain cases the registered proprietor might not be the true

owner and the Legislature then allowed the true owner to rectify the register, and awarded compensation to the dispossessed person. In many cases, however, although a purchaser from the registered proprietor acquired what was on the register, he might take subject to overriding interests, such as easements and profits, and even the title acquired by adverse possession. The weakness of the analogy between registration of securities and registration of land lay, said Dr. Potter, in the fact that, whereas owners of securities only wished to obtain interest on a capital sum, owners of land were interested in the actual land itself, which, also, was subject to a great variety of uses, such as rights of way, light and fishing, which did not encumber securities. In a highly urbanised community innumerable rights over land had to be enforced by persons not in occupation. Even in rights arising from possession, the present system of registration was incomplete. A leasehold not exceeding twenty-one years was not registrable, and a transferee might find himself excluded from the land for twenty years. To register such rights would mean much expense and labour. If all servitudes were registered the certificate would no longer be the simple document it was, and investigation of title would begin again.

To do away with settlements would, said Dr. Potter, take away an integral part of English civilisation. If the Legislature desired to do this, it should do it consciously and not by a hole-and-corner method. Settlements involved a succession of owners each in his turn entitled to possession. It would, therefore, not be sound to register a proprietor bare of any restriction, but once restrictions were introduced it was also necessary to introduce all the learning that comprehended the powers of a tenant for life under the Settled Land Act, 1925. No layman would be advised to accept a registered proprietor's description of such a restriction without taking adequate legal advice.

If the register were to be comparable to the register of stocks and shares the instruments dealing with the property should also be comparable. Through no fault of the system they were not and could not be. The basis of registration was by plan. Land in England had always changed its face from year to year, but had never changed so rapidly as at the present time. Plans did not change in sympathy, but had to be changed by order. Either a purchaser had to take what was on the register or nothing, or he had to see that his plan coincided with the registered plan in detail. Moreover, simplicity required prescribed forms and these must be either incomplete or as numerous as writs in the 16th century. Every time a registrable right was created, it had to be drawn with as much care as under a system of unregistered conveyancing, with the added expense and labour of registration. Rights arising from prescription, adverse possession, custom and implied grant did not appear in an instrument. Registered conveyancing was bound to be based on instruments, and the conveyancer was faced with the dilemna of whether he would inflict hardship on those rights or on the purchaser who took property on the face of the register.

In conclusion Dr. Potter declared that the subject was worth thorough study before anything drastic was done. Informed and sane criticism should be encouraged. Further experiments should be made applying the system outside an urban area over a reasonably long period.

The Hardwicke Society.

An ordinary meeting of the society was held in the Middle Temple Common Room, on Friday, 2nd March, 1934. The President, Mr. L. Ungoed Thomas, took the chair at 8.15 p.m. In public business Prince Leonid Lieven moved: "This House would welcome the Restoration of the French Monarchy." Mr. A. Newman Hall (Vice-President) opposed. There spoke to the motion Mr. Stride (Hon. Treasurer), Mr. Mayers (Hon. Secretary), Mr. Wood, Mr. Southall, Mr. Granville Sharp, Mrs. Ungoed Thomas, Mr. F. Howard, Mr. Stogdon, Mr. Menzies, Mr. Venters, Mr. E. Howard, Mr. Sweeney, Mr. R. Jones, Mr. Hare and the Hon. Proposer in reply. On a division the motion was won by five votes.

A joint debate with the Gray's Inn Debating Society was held in the Middle Temple Common Room on Friday, 9th March, 1934. The President, Mr. L. Ungoed Thomas, took the chair at 8.15 p.m. In public business Mr. G. E. Crawford (ex-President H.S.) moved: "The idle rich are essential to our welfare." Mr. J. E. Groves, M.P., J.P. (G.I.D.S.), opposed; Mr. Clement Fuller (G.I.D.S.) spoke third; and Miss D. Scott Stokes spoke fourth. There spoke to the motion Mr. Pearson (ex-President H.S.), Mr. J. R. Jones, Mr. Wigan, Mr. Bucher, Mr. Dunn, Mr. Menzies, Mr. Mayers (Hon. Secretary), Mr. Betuel, Mr. Stewart, Mr. Granville Sharp (ex-President H.S.), Mr. Sturge, Mr. Wolfe, Mr. Krusin, Mr. Parker (President G.I.D.S.), Mr. Scholefield, Mr. Stranders, Mr. Stride (Hon. Treasurer), and the Hon. Proposer in reply. On a division the motion was won by seven votes.

United Law Society.

A meeting of the United Law Society was held in Middle Temple Common Room on 19th March, 1934. Mr. O. T. Hill proposed: "That in the opinion of this House traditions are detrimental to progress." Mr. T. A. Holford opposed. Messrs. J. C. Hales, R. W. Bell, R. Isdell Carpenter, H. J. Vine Hall, J. H. Menzies, R. G. Plowman, G. B. Burke, G. E. Habershon and Miss C. Colwill spoke, and Mr. Hill replied. The motion was lost by six votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 20th March, 1934 (Chairman, Mr. L. J. Frost), the subject for debate was: "That this House would welcome sterilisation in England." Mr. R. S. W. Pollard opened in the affirmative. Mr. P. H. North-Lewis opened in the negative. The following also spoke: Messrs. C. Binney, H. F. C. Morgan, A. L. Ungoed Thomas, A. Craig, P. R. Kimber, E. V. E. White, N. A. M. Sitters, W. M. Pleadwell, H. Peck, P. Dean and H. E. Pim. The opener having replied, the motion was lost by five votes.

The Medico-Legal Society.

HEART DISEASE AND ACCIDENT.

At a meeting of this Society held on the 22nd March, Mr. Albert E. Crew presided and Mr. D. Harcourt Kitchin read a paper on this subject.

Mr. Kitchin said that the phrase "accident arising out of . . . the employment" had been so widely interpreted that when a workman died at work from heart disease and the work was shown to contribute even in a slight degree, the dependants were awarded compensation. In *Hensey* v. *White* [1900] 1 Q.B. 481; 2 W.C.C. 1, the Court of Appeal had refused compensation because there had been nothing fortuitous or unexpected about a workman's death from rupture of previously-inflamed stomach vessels. In *Fenton* v. *Thorley* [1903] A.C. 443; 5 W.C.C. 1, however, the House of Lords had rejected the concept "fortuitous" and had ruled that an accident was an unlooked-for mishap, or an untoward event which was not expected or designed. In this case a healthy workman had ruptured himself, but the workman's condition did not matter at law. In the famous case of *Clover, Clayton* v. *Hughes* [1910] A.C. 242; 3 B.W.C.C. 275, a workman, during a trifling exertion, had ruptured an aortic aneurism which was so weak that it might have burst in his sleep. The House of Lords had decided for the dependants by a majority of three to two. Lord Loreburn, L.C., had suggested that if he had been the arbitrator he might have found differently on the facts, but that if the work contributed to a material degree there must be compensation. A similar decision had been given, on similar facts, by the Court of Appeal in *McArdle* v. *Swansea Harbour Trust* (1915), 113 L.T. 677; 8 B.W.C.C. 489.

In 1932, in *James* v. *Partridge Jones, etc.* [1932] A.C. 501; (1932), 25 B.W.C.C. 92, 308, the House of Lords had awarded compensation to the dependants of a galvaniser who had died of angina pectoris during a rest period, in spite of an adverse finding of fact by the judge who first tried the case and strong adverse comment by another judge to whom the case had been referred back. In *Treloar* v. *Falmouth Docks, etc.* [1933] A.C. 481, 501; (1932), 25 B.W.C.C. 247, the House of Lords had awarded compensation in the case of a stevedore who had died while sitting on a sack just after raising a hook above his head. The law was in such a position, said Mr. Kitchin, that it inflicted hardship on employers and might induce them to discriminate harshly against workmen with a disability. The medical evidence in these cases was all-important and at the same time highly speculative.

Discussion.

Mr. W. G. Earengey, K.C., remarked that the cases showed the development of the law on the basis of medical evidence. In so far as the court based its judgment on that evidence, responsibility must rest to some extent with the doctor. Employers were chary of incapacity and were forced by certain insurance companies to insist on medical examination.

Dr. P. D. Spurgin confirmed that employers were loth to employ workmen who were prone to accident. Doctors should beware of jumping to conclusions or of passing off inference as fact.

Dr. LETITIA FAIRFIELD said that the law had run clean away from the medical evidence, and had become a kind of free life insurance. Judges in England failed to appreciate the difference between physiological and pathological injury. Doctors must regard the Act philosophically as a beneficent extension of widows' pensions.

Dr. A. S. MORLEY declared that the Scots law might be "a hass," but the English law was a "hass" with an adjective before it. Under National Insurance a man could only receive 15s. a week for lumbago, so he and his union naturally tried to prove that it was due to strain and get 30s. a week.

Dr. R. K. HOWAT pleaded for a definition of accident, as against the mere descriptions of it that had hitherto been given. He did not think that medical examination was either practicable or usual.

Mr. KITCHIN, in reply, doubted whether the House of Commons would have greater success than the House of Lords in defining accident. He said that Lord Atkin, so far from considering that the present position was unsatisfactory, was in favour of extending the concept of accident to cover industrial disease however produced.

The Clarke Hall Fellowship.

THE ETHICS OF PENAL ACTION.

THE LORD CHANCELLOR presided at the first lecture delivered under this Fellowship by the Archbishop of York in Gray's Inn Hall, on the 19th March.

The Archbishop, Dr. TEMPLE, suggested that the English genius for dealing with each situation as it arose, while it had its advantages, had led to a state of serious confusion in the treatment of crime. Although the system recognised that various principles were involved, there was no co-ordination of those principles with one another. The judges and magistrates were appointed by the Lord Chancellor, while recorders and stipendiaries were appointed by the Home Secretary. By goodwill and good sense the arrangement worked reasonably well, but he hoped for co-ordination under a Ministry of Justice. The task of theoretical co-ordination, the working out of the principles which should govern penal action and the relation of those principles to one another, should be undertaken by professors of criminal jurisprudence, for whom he hoped to see established chairs at the universities.

Punishment was, he declared, the reaction of a community against a constituent member, and its end was to protect three sets of communal interests: its own life and order, the interests of individual members generally, and the interests of the offender, who was one of the community. Wrong was done if any of the three were neglected. By treating an offender as one outside itself, the community harmed its own being. Although the retributive and deterrent aspects of punishment had their place and the reformative aspect was useless without them, the process of integration which was essential to reform could not be advanced by fear but only by sympathy. Many of the impulses which had caused the crime might be adventurous and generous, and potentially useful to the community. The real man was not only the man as he existed at a given moment, but the man, together with his potentialities, as he was known to God. The most enlightened reformers, such as Sir William Clarke Hall, had recognised this fundamental principle in their dealings with the offender.

Sir HERBERT SAMUEL, who moved the vote of thanks, said that if one took the hardened criminal as the starting-point of the problem it was almost insoluble; the starting-point should be taken further back, before the child was born. It was for the community of to-day to see that crime was properly handled in the community generations hence.

Parliamentary News.

Progress of Bills.

House of Lords.

Air Force Reserve (Pilots and Observers) Bill.
Read Third Time. [22nd March.
Aire and Calder Navigation Bill.
Read Third Time. [22nd March.
British Hydrocarbon Oils Production Bill.
Read Third Time. [22nd March.
Cambridge University and Town Waterworks Bill.
Read Third Time. [22nd March
Dyestuffs (Import Regulation) Bill.
Reported, without Amendment. [22nd March.
Gas Undertakings Bill.
Amendments Reported. [22nd March.
Mining Industry (Welfare Fund) Bill.
Read Second Time. [22nd March.
Ministry of Health Provisional Order (Crosby, Litherland and Waterloo Joint Cemetery District) Bill.
Reported, without Amendment. [22nd March.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Reported, without Amendment. [22nd March.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Reported, without Amendment. [22nd March.
North Atlantic Shipping Bill.
Read Second Time. [22nd March.
Petroleum (Production) Bill.
Read Third Time. [22nd March.
Rural Water Supplies Bill.
Reported, without Amendment. [22nd March.
Solicitors Bill.
Read Third Time. [22nd March.
Workington Corporation Bill.
Read Third Time. [22nd March.

House of Commons.

Cambridge University and Town Waterworks Bill.
Read First Time. [22nd March.
Cardiff Corporation Bill.
Reported, with Amendments. [26th March.
Consolidated Fund (No. 1) Bill.
Read Third Time. [22nd March.
Ministry of Health Provisional Order (Accrington) Bill.
Read Third Time. [23rd March.
Ministry of Health Provisional Order (Blackburn) Bill.
Read Second Time. [23rd March.
Ministry of Health Provisional Order (Shipley) Bill.
Read First Time. [23rd March.
Ministry of Health Provisional Order (Watford) Bill.
Read Third Time. [23rd March.
Public Works Facilities Bill.
Lords Amendments agreed to. [22nd March.
Road Traffic Bill.
Read First Time. [26th March.
Somersham Rectory Bill.
Read Third Time. [26th March.
Unemployment Bill.
In Committee. [26th March.
Workington Corporation Bill.
Read First Time. [22nd March.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. COLIN SMITH, M.V.O., O.B.E. (Deputy Clerk of the Council), Barrister-at-Law, to be Registrar of the Privy Council in succession to the late Sir Charles Neish, K.B.E., C.B.

It is announced by the Colonial Office that His Majesty has been pleased to approve the appointment of Mr. B. A. CREAN, Puisne Judge, Cyprus, to be Chief Justice of British Guiana, on the retirement of Sir Anthony de Freitas.

It is announced from the Colonial Office that the King has been pleased to approve the appointment of Mr. E. T. JOHNSON, Puisne Judge, Zanzibar, to be Judge of His Majesty's High Court of Nyasaland, in succession to Mr. Haythorne Reed, who is retiring.

Mr. R. ANDERSON, Deputy Town Clerk and Deputy Clerk of the Peace of York, has been appointed to succeed the late Mr. P. J. Spalding as Town Clerk and Clerk of the Peace of the City. Mr. Anderson was admitted a solicitor in 1908.

Mr. JOSEPH BULMAN, Assistant Solicitor in the Town Clerk's Department, Carlisle, has been appointed Clerk to the Malvern Urban District Council. Mr. Bulman was admitted a solicitor in 1931.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

"LIBEL."

"Libel," a play by a member of the Bar, who prefers the *nom de théâtre* of Ward Dorane, is to be presented at the Playhouse Theatre by Mr. Leon M. Lion on Easter Monday, 2nd April. The play, the whole action of which takes place in a Civil Court in the Royal Courts of Justice, is said to be founded on a combination of facts, though the characters and incidents are entirely fictitious.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 5th April, at 7 p.m., which Mr. H. Mordaunt Rogers (Past-President) will deliver a Paper, in the form of a lantern lecture, entitled "The Making of a Connoisseur," Part 13—Ancient Coloured, Painted and Stained Glass.

BOROUGH OF WOLVERHAMPTON.

The next quarter sessions of the peace for the Borough of Wolverhampton will be held at the Sessions Court, Town Hall, North Street, Wolverhampton, on Friday, the 6th day of April, at 10 o'clock in the forenoon.

Mr. William Thornton Sharp, barrister-at-law, of Haslemere, for over forty years connected with the Newspaper Press Fund, left estate of the gross value of £12,829, with net personalty £8,822.

Circuits of the Judges.

Notice :—Civil and Criminal business will be taken at all the Towns mentioned.

SPRING ASSIZES, 1934.	N. EASTERN.	NORTHERN.
Commission Days.	*Horridge, J.* *Finlay, J.*	*du Parcq, J.* *Atkinson, J.*
Saturday *April* 7	.....	...LIVERPOOL .... (Civil and Criminal)
Saturday ,, 28	.....	...MANCHESTER .. (Civil and Criminal)
Monday ,, 30	.....LEEDS ..... (Civil and Criminal)	.....

High Court of Justice.

EASTER VACATION, 1934.
NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation all Applications "which may require to be immediately or promptly heard" are to be made to The Honourable Mr. Justice Atkinson.

The Honourable Mr. Justice Atkinson will act as Vacation Judge from Thursday, 29th March to Monday, 9th April, 1934, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 5th April, at 11 o'clock. On other days within the above period, applications in urgent matters may be made to his Lordship, personally or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrar's Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
March, 1934.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th April, 1934.

	Div. Months.	Middle Price 26 Mar. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	111	3 12 1	3 6 2
Consols 2½%	JAJO	80⅛	3 2 1	—
War Loan 3½% 1952 or after	JD	103¾	3 7 6	3 4 7
Funding 4% Loan 1960-90	MN	114	3 10 2	3 3 11
Victory 4% Loan Av. life 29 years	MS	110¾	3 12 3	3 8 3
Conversion 5% Loan 1944-64	MN	118¼	4 4 7	2 15 8
Conversion 4½% Loan 1940-44	JJ	110⅞	4 1 2	2 12 11
Conversion 3½% Loan 1961 or after	AO	103	3 8 0	3 6 7
Conversion 3% Loan 1948-53	MS	100	3 0 0	3 0 0
Conversion 2½% Loan 1944-49	AO	94¾	2 12 9	2 18 9
Local Loans 3% Stock 1912 or after	JAJO	92	3 5 3	—
Bank Stock	AO	365½xd	3 5 8	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83½	3 5 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90	3 6 8	—
India 4½% 1950-55	MN	111½	4 0 9	3 10 11
India 3½% 1931 or after	JAJO	92	3 16 1	—
India 3% 1948 or after	JAJO	79½	3 15 6	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 6
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	107xd	3 14 9	3 12 3
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102⅛	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	98	3 11 5	3 13 4
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	103	3 8 0	3 5 9
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	101	3 9 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	78⅜	3 3 8	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90	3 6 8	—
Manchester 3% 1941 or after	FA	90	3 6 8	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	97	3 1 10	3 2 9
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 8
Do. do. 4½% 1950-70	MN	115	3 18 3	3 6 7
Nottingham 3% Irredeemable	MN	91	3 5 11	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	107½	3 14 5	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	111½	4 9 8	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	111⅛	4 9 8	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

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ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. ('Phone: East 5068.)

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Full information to be obtained at the Office, 65, Southampton-row, London, W.C.1.

L. R. FERGUSSON, *Secretary.*

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